# Exhibit A (Significant Relevant Lese Provisions)

# A. Lease Provisions Relevant to Permissible and Prohibited Uses

Lease Section 1(F) regarding recording Easement Agreement and Restrictive Covenant provides in part as follows:

REA: Landlord and Tenant acknowledge that Shopping Center is subject to certain covenants, conditions and restrictions of record including, but not limited to, an Easement Agreement and Restrictive Covenant, dated October 12, 2012, by and between Ireland Lawrence, Ltd. and O'Reilly Automotive Stores, Inc., of record in Book 698, Pages 72-85 and an Easement Agreement and Restrictive Covenant, dated September 24, 2013, by and between Ireland Lawrence, Ltd., Family Dollar Stores of Ohio, Inc. and O'Reilly Automotive Stores, Inc., of record in Book 752, Page 249-268 in the Official Records of Lawrence County, Ohio (collectively referred to herein as the "REA")....<sup>3</sup>

Lease Section 4(A) provides in part of follows:

Permitted Uses: Subject to the exclusive uses and prohibited uses set forth on Exhibit F, attached hereto, Tenant shall have the right to use and occupy the Demised Premises for the purpose of the retail sale (including financing and/or leasing) of general merchandise, furniture, furniture accessories, furnishings, mattresses, appliances, electronics:, toys, seasonal merchandise, plastics, crafts, home goods, party goods, greeting cards, health and beauty products, food (including refrigerated and frozen food, beer and wine), and all similar or related merchandise. Landlord represents and warrants to Tenant, as of the effective date of this Lease, that no exclusive covenants granted to existing Shopping Center tenants, or any covenants or restrictions of record, shall restrict Tenant's use of the Demised Premises except as set forth on Exhibit F, attached hereto and incorporated herein, and Landlord represents and warrants to Tenant that all exclusive use provisions granted by Landlord, or any predecessor of Landlord, to tenants in the

The Easement Agreement and Restrictive Covenant includes among other things restrictive covenants in favor of Family Dollar and O'Reilly such as the following:

<sup>9.</sup> Restrictive Covenant. Ireland agrees that so long as Family Dollar and/or its successors, heirs and assigns operates a Family Dollar store or a variety discount store similar to a Family Dollar on the property as shown on Exhibit "B" {"Family Dollar Property"), Ireland and its successors, heirs, and assigns agree not to operate, lease or sell any space on the Ireland Property to a discount dollar store type retailer such as Dollar General, Dollar General Market, Dolgencorp, Dollar Tree, Fred's, dd's Discounts, Deal \$ or 99 Cents Only.

A. Notwithstanding anything contained herein to the contrary, the following which are located on the Ireland Property are excluded from the above Restrictive Covenant provision:

<sup>(</sup>i) the premises on the Ireland Property currently occupied by Tractor Supply and Goodwill; and

<sup>(</sup>ii) any other tenant of the Shopping Center selling single price point items representing 25% or less of their total sales; and

<sup>(</sup>iii) any tenant of 20,000 square feet or more.

Shopping Center, and any covenants or restrictions of record affecting Tenant's use are set forth on Exhibit F. Landlord agrees to indemnify, defend and hold harmless Tenant for any and all costs, demands, claims, causes of action, losses, liabilities, judgments, damages and expenses (including without limitation attorney fees and court costs) associated with a breach of the foregoing representations and warranties. . . .

# Lease Section 4(B) provides as follows:

Prohibited Uses: Except tenants open and operating in the Shopping Center as of the Effective Date and such tenants' successors and assigns, Landlord shall not lease any space, or permit any use in the Shopping Center, and Tenant shall not use the Demised Premises: (i) to conduct or advertise any auction, bankruptcy, fire, distress, liquidation, sheriffs or receiver's sale on or from the Demised Premises; (ii) to operate a so-called "Army and Navy" surplus store, as that term is generally used at this time and from time to time hereafter, a store selling used apparel or a "flea market" type of operation; (iii) for an auditorium, activity facility, meeting hall, church or other place of worship; (iv) for any self storage facilities; (v) for any medical or health-oriented facilities or offices, including but not limited to plasma centers, in excess of an aggregate 20,000 square feet of floor area, with such aggregate square footage to include all office space in the Shopping Center; (vi) for any industrial type use (e.g., manufacturing, warehousing, processing, assembly, plating); (vii) to conduct any activity which may make void or voidable or increase the premium on any insurance coverage on the Shopping Center or parts thereof; (viii) for any automotive, tire, gasoline, or oil service centers; (ix) for any governmental use or office or any social service functions or facilities in excess, when combined with all other office space in the Shopping Center, of an aggregate of 20,000 square feet of floor area; (x) for the operation of a massage parlor (except for a national chain such as "Massage Envy") or bath house, adult book or adult video store, or for the sale, rental or exhibition of pornographic material and/or display in storefront windows or in areas within the Demised Premises which are visible from outside of the Demised Premises, any sign, product or advertising material which is or is for pornographic or "adult" material or any establishment which features any form of "adult entertainment"; (xi) in a manner which is a public or private nuisance including any which creates undue noise, sound, vibration, litter or odor; (xii) for a night club or discotheque, tavern, bar, cocktail lounge or similar establishment, or any establishment which features any form of "adult entertainment" or any form of regularly scheduled live entertainment, or any establishment which permits the sale of alcoholic beverages (provided, however, the incidental sales of beer and wine by Tenant, the sale of beer, wine and liquor for off-premises consumption (such as conducted by Total Wine and ABC Liquor) and the sale of beer, wine and liquor from full-service restaurants located at least 100 linear feet away from the Demised Premises may be permitted); (xiii) for a roller or skating rink, skateboard or other rink or area. billiard parlor, amusement center, arcade, including use of any video or mechanical game machines, bowling alley, health spa, health club, exercise club, gymnasium or other similar operations; provided, however, that a fitness club or gym is permitted so long as the entrance door to such facility is located at least 100 linear feet away from the entrance door to the Demised Premises; (xiv) for lodging, including a hotel, motor inn, apartments or condominiums; (xv) for vehicle, including automobile, truck, trailer,

R.V. or boat dealer (or other similar enterprise), sales, leasing, display or repair (other than for office functions relating to such operations); provided, however, that a vehicles sales operation (including motorcycles, automobiles and small trucks) which displays its products only inside its premises is permitted; (xvi) for a funeral parlor or mortuary; (xvii) for a mobile home or trailer court; (xviii) for any dumping, disposing, recycling, incineration or reduction on a large-scale commercial basis of refuse and recyclables (exclusive of collection in appropriately screened areas of refuse and recyclables resulting from normal day to day operations in the locations designated by Landlord from time to time); (xix) for any commercial laundry or dry cleaning plant (excluding a retail outlet for a dry cleaner) or coin operated laundromat; (xx) for any day care center or school (other than in conjunction with a retail or, in the case of day care, office operation); (xxi) for any veterinary hospital, animal boarding, training or raising facilities or pet shop handling live animals unless the same is located in space other than adjacent to the Demised Premises; provided, however, that a pet store that does not handle live animals may be located anywhere in the Shopping Center; (xxii) for any separately demised newsstand; (xxiii) for an off-track betting business, bingo, lottery or similar "games of chance" sales (excluding incidental sales of lottery tickets) or facility; (xxiv) for the placement of any aerial or antenna on the roof or exterior walls of the Demised Premises, other than an aerial, satellite dish or antenna for Tenant's own use (which Tenant may install on the Demised Premises); (xxv) for the display of billboards or large advertisements whether free-standing, painted upon or affixed to the exterior of any structure; (xxvi) for any astrology, palm reading, tarot card or other like service or facility; (xxvii) for the use of a "call center" or (xxviii) for the use as a "head shop" selling drug paraphernalia. All of the foregoing uses are sometimes collectively referred to herein as the "Prohibited Uses".

## Lease Section 22 provides in part as follows:

... in subleasing any portion of the Demised Premises, Tenant shall not subdivide the Demised Premises into more than two (2) leased premises.

Lease Exhibit F provides as follows:

#### **EXHIBIT F**

### **EXCLUSIVE USE AND PROHIBITED USES PROVISIONS**

No exclusive uses granted to existing tenants or restrictions or covenants of record in the Shopping Center affect Tenant's use except as set forth below:

#### PROHIBITED USES AND EXCLUSIVE USES

Under no circumstances will Tenant engage in nor permit any of its employees, agents, licensees, or sublessees to engage in any activity which would be in violation of the Prohibited Uses and Exclusive Uses.

#### PROHIBITED USES

The following uses are strictly prohibited: (i) livestock slaughter or feeding, (ii) fireworks or explosives storage, distribution or manufacture, (iii) any use which would require a license from the Nuclear Regulatory Commission, (iv) biological or hazardous waste incineration, (v) scrap material accumulation, storage or sales, (vi) smelting, (vii) a rendering plant, (viii) the principal use being the manufacture, distribution, storage, treatment, incineration or disposal of chemicals, petroleum products, solvents, hazardous waste or other Hazardous Materials, (ix) a cement or asphalt plant, (x) a crematorium, (xi) a dry cleaning plant or central laundry facility, (xii) the manufacture, storage, distribution, production, sale of or any use involving pomographic materials or items, (xiii) any establishment featuring nude, topless or partially-clad dancing,(xiv) a night club or dance hall, (xv) a funeral parlor, (xvi) pool hall/billiards room, (xvii) game room, (xviii) massage parlor, (xix) a gaming, gambling, betting or game of chance business (exclusive of the sale of lottery tickets), (xx) skating rink, bowling alley, flea market or bingo parlor.

### **EXCLUSIVE USES**

### Tractor Supply Company

Landlord covenants and agrees not to sell, lease, rent, occupy or allow to be occupied, or otherwise transfer or convey all or any portion of the Restricted Property, as such term is defined below, for the purpose of selling or offering for sale those items which support a farm/ranch/rural/do-it-yourself lifestyle including: (a) tractor and equipment repair and maintenance supplies; (b) farm fencing; (c) livestock gates; (d) livestock feeding systems; (e) animal feed and health/maintenance products for pets or livestock (including but not limited to: dog, cat, bird, horse, cattle, goat, pig, fowl, rabbits, equine and livestock); (f) western wear and boots; (g) outdoor work wear (similar to and specifically including Carhartt products) and boots; (h) horse and rider tack and equipment; (i) bird feed, housing and related products; (j) lawn and garden equipment (including but not limited to, push/riding mowers, mow-n-vacs, garden carts, snow blowers, chippers and shredders, wheel barrows, and log splitters), provided, however, a patio furniture store shall be permitted in the Shopping Center; (k) hardware; (l) power tools; (m) welders and welding supplies; (n) open and closed trailers; (o) 3-point equipment; and, (p) truck and trailer accessories (including truck tool boxes, and trailer hitches and connections), provided, however, an auto supply store, such as AutoZone shall be permitted in the Shopping Center (the "Restricted Products"). In addition, in no event shall Landlord lease space within the Restricted Property (as hereinafter defined) to Rural King, Blains Farm & Fleet, Big R, Southern States, Purina Farm Store or Purina Country Store, Orscheins, Ace Hardware, Sears Hardware, Tru Value Hardware, Runnings, Family Farm & Home, Atwoods Wheatbelt Co-op, Mills, Agrisupply, Norby's Theisen's, Bomgaar's, Agway, Petco or Petsmart or any similar retail farm store, or to any farmer's co-op. Nothing contained in this Lease shall prevent (i) the leasing of space within the Restricted Property to any of the retail stores listed in the attached Exhibit "G" operating in its traditional format, subject to the conditions listed in Exhibit "G", and (ii) any tenant on the Restricted Property from selling Restricted Products as an incidental part of its other and principal business so long as the total number of square feet devoted by such tenant to the display for sale of Restricted Products does not exceed five percent (5%) of the total number of square feet of space used for merchandise display by such tenant (including one-half (1/2) of the aisle space adjacent to any display area). Further, this covenant shall not apply to any business operated by Tenant, or any affiliate of Tenant. "Restricted Property" shall mean the Shopping Center and any property within ten (10) miles of the Demised Premises that is owned, controlled or developed by Landlord (or any entity in which Landlord, or an equity holder of Landlord, holds an equity or management interest) for commercial purposes. Notwithstanding the foregoing, any other lessee existing in the Restricted Property as of the Effective Date, shall not be subject to this Exclusive Use Covenant; provided, however, if such existing lessee has the right, subject to Landlord's consent, to change its use or to assign or sublet, then to the extent permitted under such leases, Landlord shall withhold its consent if such lessee seeks to change its use to, or assign or sublet to a transferee for a use which would otherwise be prohibited by this Exclusive Use Covenant.

### **Family Dollar**

- (a) If and so long as Family Dollar and its successors, heirs, and assigns operates a Family Dollar store or a single price point store similar to a Family Dollar store on the Property, as shown on Exhibit A, Seller and Seller's successors, heirs and assigns agree not to operate, lease or sell any space on the Property to a single price point variety retailer such as Dollar General, Dollar General Market, Dolgencorp, Dollar Tree, Fred's dd's Discounts, Deal\$ or 99 Cents Only.
- (b) The following are excluded from this restriction:
- (i) The premises in the shopping center currently occupied by Tractor Supply and Goodwill;
- (ii) Any other tenant of the Shopping Center selling single price point items representing 25% or less of their total sales, and,
  - (iii) Any tenant of 20,000 square feet or more.

### **B.** Lease Provisions Relevant to Continuous Operation

Lease Section 4(A) provides in part of follows:

Tenant shall open for business in the Demised Premises, fully fixtured, staffed and stocked, for one (1) day within 180 days of the Rent Commencement Date. Thereafter, Tenant agrees when possible, to operate and open the Demised Premises for business at least between the hours of 10:00 A.M. and 6:00 P.M., Monday through Saturday, and between the hours of 11:00 A.M. and 6:00 P.M. on Sunday, of each week, except for state and federally recognized holidays or religious holidays and except for days on which the conducting of business shall be prohibited by governmental authority, during the Term of this Lease.

Tenant may close the Demised Premises in Tenant's reasonable discretion; provided, however, that any such closing shall not relieve Tenant from any of its obligations hereunder. In the event that Tenant closes the Demised Premises under this Section and fails to reopen the Demised Premises within ninety (90) days thereafter, Landlord may terminate this Lease upon thirty (30) days' notice to Tenant, if Tenant (or a permitted assignee or subtenant of Tenant) has not reopened for business as of the date of the notice, in which event Tenant shall be released from all further liability hereunder, and Landlord shall no longer be bound to honor Tenant's exclusive use rights and may lease space within the Shopping Center to a Competing Business.

# C. Lease Provisions Relevant to Alterations

Lease Section 6 provides in part of follows:

During the Term of this Lease, following completion of Tenant's initial improvements in the Demised Premises, Tenant shall have the right to make subsequent changes, additions, and alterations to the interior of the Demised Premises without consent from Landlord, provided that such work shall not affect the structural parts of the building of which they are a part; that such are done in good and workmanlike manner; that permits therefor from all public authorities, as required, are obtained and paid for; that all cost and expense arising from such undertaking as well as all damages occasioned in connection therewith shall be paid by Tenant; that all such changes shall at the end of this Term remain the property of Landlord. Tenant shall promptly remove any Mechanic's Lien placed on the Demised Premises resulting from any such alterations.

### D. Lease Provisions Relevant to Signage

Lease Section 8 provides as follows:

Tenant, at its sole cost and expense, shall have the right to place, suffer or erect signs, awnings, canopies or decorations on the exterior walls of the Demised Premises provided such signage is in compliance with all applicable laws and codes. Tenant agrees to maintain such sign(s) in good condition and repair, save and defend Landlord free of all cost, expense, loss, or damage which may result from the erection, maintenance, and existence of the same. Notwithstanding anything to the contrary contained herein, Tenant shall be permitted to utilize its standard window signs, its pre-

opening and grand opening signs and banners, building signs, and pylon sign panels as arc used in a majority of Tenant's stores in the State where the Demised Premises is located.... Tenant shall have the right to place suitable sign panels upon the existing Shopping Center Pylons. Landlord agrees that Tenant shall have the right to install and maintain its sign panels on both sides of the existing Pylons on the space as indicated on Exhibit D-1 attached hereto. Absent an existing Pylon, Tenant shall have the right to erect a Pylon for its sign panels. Tenant shall, at its own expense, obtain the necessary permits and comply with applicable local codes and ordinances for Tenant's signs. Once Tenant's sign panels and/or Tenant's Pylon sign are installed, Tenant shall not be required to remove, replace, change, or alter such signs and Landlord shall not remove, replace or diminish the size of Tenant's signs, nor charge Tenant a separate fee to be on said Pylon sign(s). Upon the expiration of the Term, Tenant shall remove its signs and repair any damage to the facade and the pylon sign.....